

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM491744

|                                   |  |                       |                       |
|-----------------------------------|--|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>           | NEW ASSIGNMENT                                     |                       |                       |
| <b>NATURE OF CONVEYANCE:</b>      | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |                       |                       |
| <b>CONVEYING PARTY DATA</b>       |  |                       |                       |
| <b>Name</b>                       | <b>Formerly</b>                                    | <b>Execution Date</b> | <b>Entity Type</b>    |
| KnuEdge Incorporated              |  | 08/20/2018            | Corporation: DELAWARE |
| <b>RECEIVING PARTY DATA</b>       |  |                       |                       |
| <b>Name:</b>                      | Friday Harbor, LLC                                 |                       |                       |
| <b>Street Address:</b>            | 200 Liberty Street, 21st Floor                     |                       |                       |
| <b>City:</b>                      | New York   |                       |                       |
| <b>State/Country:</b>             | NEW YORK   |                       |                       |
| <b>Postal Code:</b>               | 10281  |                       |                       |
| <b>Entity Type:</b>               | Limited Liability Company: DELAWARE                |                       |                       |
| <b>PROPERTY NUMBERS Total: 18</b> |  |                       |                       |
| <b>Property Type</b>              | <b>Number</b>                                      | <b>Word Mark</b>      |                       |
| <b>Registration Number:</b>       | 4994855  | KNUPATH               |                       |
| <b>Registration Number:</b>       | 5009471  | KNUREON               |                       |
| <b>Registration Number:</b>       | 5166317  | KNURLD                |                       |
| <b>Serial Number:</b>             | 86734736   | KNURLD                |                       |
| <b>Serial Number:</b>             | 87001975   | KNULRD                |                       |
| <b>Serial Number:</b>             | 86502825   | LAMBDAFABRIC          |                       |
| <b>Serial Number:</b>             | 86734786   | A-FABRIC              |                       |
| <b>Serial Number:</b>             | 86734532   | KNUEDGE               |                       |
| <b>Serial Number:</b>             | 86550279   | FABRIC                |                       |
| <b>Serial Number:</b>             | 87001966   | VOICE DNA             |                       |
| <b>Serial Number:</b>             | 87082678   | KNUVERSE              |                       |
| <b>Serial Number:</b>             | 87225537   | PREDICTENCE           |                       |
| <b>Serial Number:</b>             | 87225603   | AUDIOPASS             |                       |
| <b>Serial Number:</b>             | 87266813   | AUDIOPIN              |                       |
| <b>Serial Number:</b>             | 87266820   | KNUFACTOR             |                       |
| <b>Serial Number:</b>             | 87266828   | KNUSCAN               |                       |
| <b>Serial Number:</b>             | 87597828   | KLOUDR                |                       |
| <b>Serial Number:</b>             | 87597840   | CLOUDR                |                       |

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**CORRESPONDENCE DATA****Fax Number:** 8585093691

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 858-720-8900**Email:** docketing@sheppardmullin.com**Correspondent Name:** Jesse A. Salen**Address Line 1:** 12275 El Camino Real, Suite 200**Address Line 4:** San Diego, CALIFORNIA 92130-2006

|                           |                |
|---------------------------|----------------|
| <b>NAME OF SUBMITTER:</b> | Jesse A. Salen |
|---------------------------|----------------|

|                   |                  |
|-------------------|------------------|
| <b>SIGNATURE:</b> | /Jesse A. Salen/ |
|-------------------|------------------|

|                     |            |
|---------------------|------------|
| <b>DATE SIGNED:</b> | 09/27/2018 |
|---------------------|------------|

**Total Attachments: 7**

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This TRADEMARK ASSIGNMENT AGREEMENT ("**Assignment**"), dated as of August 20, 2018, is made by KnuEdge Incorporated, a Delaware corporation ("**Assignor**") and Friday Harbor LLC, a Delaware limited liability company ("**Assignee**").

WHEREAS, under the terms of the Strict Foreclosure Agreement among XL Innovate Fund, LP, 15th Street Investments, LLC, Candy Ventures SARL, the Dan Goldin Family Trust, Assignor and Assignee, dated as of the date hereof (the "**Foreclosure Agreement**"), Assignor has agreed to convey, transfer, and assign to Assignee, among other assets, all of the intellectual property of Assignor, and has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to all of the registered trademarks and applications, and unregistered trademarks held by Assignor, including those set forth on Schedule 1 hereto (the "**Assigned Trademarks**"), together with all income, royalties, damages and payments due or payable as of the date hereof or thereafter, including damages and payments for past, present and future infringements, misappropriations or other violations thereof, the right to sue and recover for past, present and future infringements, misappropriations and other violations thereof and any and all corresponding rights or interests that, now or hereafter, may be secured throughout the world.

2. **Recordation and Further Actions.** Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. **Terms of the Foreclosure Agreement.** The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Foreclosure Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Foreclosure Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Foreclosure Agreement and the terms hereof, the terms of the Foreclosure Agreement shall govern.

4. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of

electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.


7. **Successors and Assigns.** This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. **Governing Law.** This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

(signature page follows)

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment as of the date first above written.

**KNUEDGE INCORPORATED**

By:   
Name:  
Title:

AGREED TO AND ACCEPTED:

**FRIDAY HARBOR LLC**

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment as of the date first above written.

**KNUEDGE INCORPORATED**

By: \_\_\_\_\_  
Name:  
Title:

AGREED TO AND ACCEPTED:

**FRIDAY HARBOR LLC**

By: G. Thompson Hutton  
Name: G. Thompson Hutton  
Title: Authorized Person

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**Schedule 1**

**ASSIGNED TRADEMARKS**

## SCHEDULE 2

### TRADEMARKS<sup>3,4</sup>

| <u>TRADEMARK</u> | <u>COUNTRY</u>                                 | <u>STATUS</u> | <u>APPLICATION<br/>NO.</u> | <u>REGISTRATION<br/>NO.</u> | <u>FILING<br/>DATE</u> |
|------------------|--|---------------|----------------------------|-----------------------------|------------------------|
| A-FABRIC         | United States                                  | Abandoned     | 86734786                   |                             | 8/24/2015              |
| AUDIOPASS        | United States                                  | Abandoned     | 87225603                   |                             | 11/3/2016              |
| AUDIOPIN         | United States                                  | Abandoned     | 87266813                   |                             | 12/13/2016             |
| CLOUDR           | United States                                  | Abandoned     | 87597840                   |                             | 9/6/2017               |
| FABRIC & Design  | United States                                  | Abandoned     | 86550279                   |                             | 3/2/2015               |
| INTELLISIS       | United States                                  | Abandoned     | 77195737                   |                             | 6/1/2007               |
| KLOUDR           | United States                                  | Abandoned     | 87597828                   |                             | 9/6/2017               |
| KNUEDGE          | United States                                  | Allowed       | 86734532                   |                             | 8/24/2015              |
| KNUEDGE          | Australia                                      | Issued        | IR1294963                  | IR1294963                   | 2/24/2016              |
| KNUEDGE          | European Union Trademark<br>and Designs Office | Issued        | IR1294963                  | IR1294963                   | 2/24/2016              |
| KNUEDGE          | Japan  | Issued        | IR1294963                  |                             | 2/24/2016              |
| KNUEDGE          | World Intellectual Property<br>Organization    | Expired       | A0056843                   | IR1294963                   | 2/24/2016              |
| KNUEDGE          | Canada   | Abandoned     | 1770306                    |                             | 2/24/2016              |
| KNUEDGE          | Switzerland                                    | Abandoned     | IR1294963                  |                             | 2/24/2016              |
| KNUEDGE          | China  | Abandoned     | IR1294963                  |                             | 2/24/2016              |
| KNUEDGE          | India  | Abandoned     | IR1294963                  |                             | 2/24/2016              |
| KNUEDGE          | Republic of Korea                              | Abandoned     | IR1294963                  |                             | 2/24/2016              |
| KNUEDGE          | Russian Federation                             | Abandoned     | IR1294963                  |                             | 2/24/2016              |
| KNUEDGE          | Singapore                                      | Abandoned     | IR1294963                  |                             | 2/24/2016              |
| KNUFACTOR        | United States                                  | Abandoned     | 87266820                   |                             | 12/13/2016             |
| KNUPATH          | United States                                  | Issued        | 86734752                   | 4994855                     | 8/24/2015              |

<sup>3</sup> In some instances, IP assets marked as abandoned reflect a decision by the Company to abandon the IP, but these IP assets may not yet be formally abandoned with the corresponding IP office. It may be possible to pursue or revive some of these IP assets.

<sup>4</sup> IP assets may be listed with informal titles, and the status of IP assets may not be up to date.



| <u>TRADEMARK</u>              | <u>COUNTRY</u>                                 | <u>STATUS</u> | <u>APPLICATION<br/>NO.</u> | <u>REGISTRATION<br/>NO.</u> | <u>FILING<br/>DATE</u> |
|-------------------------------|--|---------------|----------------------------|-----------------------------|------------------------|
| KNUPATH                       | Australia                                      | Issued        | IR1291967                  | IR1291967                   | 2/5/2016               |
| KNUPATH                       | China  | Issued        | IR1291967                  |                             | 2/5/2016               |
| KNUPATH                       | Hong Kong                                      | Issued        | 303683746                  | 303683746                   | 2/12/2016              |
| KNUPATH                       | World Intellectual Property<br>Organization    | Expired       | A0056372                   | IR1291967                   | 2/5/2016               |
| KNUPATH                       | Canada   | Abandoned     | 1767823                    |                             | 2/9/2016               |
| KNUPATH                       | European Union Trademark<br>and Designs Office | Abandoned     | IR1291967                  |                             | 2/5/2016               |
| KNUPATH                       | India  | Abandoned     | IR1291967                  |                             | 2/5/2016               |
| KNUPATH                       | Japan  | Abandoned     | IR1291967                  |                             | 2/5/2016               |
| KNUPATH                       | Republic of Korea                              | Abandoned     | IR1291967                  |                             | 2/5/2016               |
| KNUPATH                       | Russian Federation                             | Abandoned     | IR1291967                  |                             | 2/5/2016               |
| KNUREON                       | United States                                  | Issued        | 86734766                   | 5009471                     | 8/24/2015              |
| KNURLD                        | United States                                  | Abandoned     | 86734736                   |                             | 8/24/2015              |
| KNURLD                        | United States                                  | Abandoned     | 87001975                   |                             | 4/15/2016              |
| KNURLD                        | Canada   | Abandoned     | 1767824                    |                             | 2/9/2016               |
| KNURLD                        | World Intellectual Property<br>Organization    | Expired       | A0056371                   | IR1292320                   | 2/5/2016               |
| KNUSCAN                       | United States                                  | Abandoned     | 87266828                   |                             | 12/13/2016             |
| KNUVERSE                      | United States                                  | Abandoned     | 87082678                   |                             | 6/24/2016              |
| KNUVERSE                      | Canada   | Abandoned     | 1816977                    |                             | 12/23/2016             |
| KNUVERSE                      | China  | Abandoned     | IR1337556                  |                             | 12/21/2016             |
| KNUVERSE                      | European Union Trademark<br>and Designs Office | Issued        | IR1337556                  | IR1337556                   | 12/21/2016             |
| LAMBDFAFABRIC                 | United States                                  | Abandoned     | 86502825                   |                             | 1/14/2015              |
| THE INTELLISIS<br>CORPORATION | United States                                  | Abandoned     | 77195716                   |                             | 6/1/2007               |
| VOICE DNA                     | United States                                  | Abandoned     | 87001966                   |                             | 4/15/2016              |